

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

JET LINX AVIATION, LLC,

Plaintiff,

vs.

L & N AERO, LLC,

Defendant.

8:24CV146

ORDER

This matter is before the Court on Plaintiff's motion to strike jury demand. [Filing No. 20](#). Plaintiff argues an enforceable agreement between the parties waives both parties' right to a jury trial. [Filing No. 21](#). In response, Defendant concedes that the contractual jury waiver relied upon by Plaintiff controls with regard to the claims currently pending before the Court. [Filing No. 22](#). However, Defendant indicates it may later seek leave to file a counterclaim which includes a jury demand it contends is not subject to the contractual waiver. *Id.* Plaintiff argues the waiver controls for both the present jury demand and any future jury demand and asks the Court to strike both accordingly. [Filing No. 23](#).

The Court will only rule on the issue presently before it and will not issue an advisory opinion regarding the propriety of a jury demand should Defendant file the referenced counterclaim. The parties shall bring matters to the Court in accordance with the Federal Rules of Civil Procedure as they arise, including but

not limited to, a motion to strike a jury demand associated with any future filed counterclaim.

Accordingly,

IT IS ORDERED:

Plaintiff's motion to strike jury demand, [Filing No. 20](#), is granted as set forth herein.

Dated this 26th day of September, 2024.

BY THE COURT:

s/ Jacqueline M. DeLuca

United States Magistrate Judge